

THE DISTRICT COURT OF CHEROKEE COUNTY
STATE OF OKLAHOMA

Anna Lindstrom,)
Plaintiff,)
VS.)
USAA Casualty Insurance Company,)
Defendant.)

Case. No.: CJ-2016-120

2015 AUG 15 AM 12:01
BY
JULY
2015

PETITION

COMES NOW Plaintiff, Anna Lindstrom, by and through her attorney of record, Brian R. Berry of Berry & Otterson, P.L.L.C. and hereby submits this Petition against USAA Casualty Insurance Company. In support, Plaintiff shows the Court as follows:

1. The incident that gives rise to this cause of action occurred in Cherokee County, State of Oklahoma.
2. Plaintiff, Anna Lindstrom, was at all times mentioned a resident of Cherokee County, Oklahoma.
3. Defendant, USAA CASUALTY INSURANCE COMPANY is an insurance company incorporated in in a state other than Oklahoma and conducts business in the state of Oklahoma, and specifically in Cherokee County.
4. This Court has jurisdiction of the parties and the subject matter herein while venue is proper in this Court.
5. On August 11, 2015 a vehicle driven by Plaintiff, Anna Lindstrom was involved in an automobile accident, caused by a negligent driver.
6. Plaintiff, Anna Lindstrom had a policy of automobile insurance coverage with defendant USAA CASUALTY INSURANCE COMPANY at the time of the accident, policy number 01514 19 53U 7101 that carried medical pay coverage.

EXHIBIT

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7. Plaintiff put USAA CASUALTY INSURANCE COMPANY on notice of her claim for coverage under the medical pay portion of her policy.
8. Plaintiff, Anna Lindstrom, incurred medical expenses, as the result of the collision and has forwarded those medical bills to USAA CASUALTY INSURANCE COMPANY for payment.
9. Plaintiff sent information including medical bills and records outlining her treatment since the time of the wreck to USAA CASUALTY INSURANCE COMPANY.
10. USAA CASUALTY INSURANCE COMPANY has made payments on a portion of Plaintiff's medical bills.
11. Plaintiff's last accounting showed that USAA CASUALTY INSURANCE COMPANY had paid \$6,753.77 of Plaintiff's \$15,341.80 in medical bills that were incurred as a direct result of the accident of August 11, 2015.
12. On May 31, 2016 Plaintiff sent USAA CASUALTY INSURANCE COMPANY a complete copy of all medical bills she incurred and the correlating medical records and requested that USAA CASUALTY INSURANCE COMPANY respond to her within 10 days of receipt.
13. To date, more than 60 days after USAA CASUALTY INSURANCE COMPANY received her package of medical bills and medical records, Plaintiff has not received any additional payments of her medical expenses from her medical pay coverage.
14. USAA CASUALTY INSURANCE COMPANY owes a duty to their insured to pay Plaintiff's claims promptly, once submitted.

15. USAA CASUALTY INSURANCE COMPANY has wholly failed to respond to their insured's inquiry or to make payment for sums legally owed to her.

16. USAA CASUALTY INSURANCE COMPANY has failed to deal fairly and in good faith with their insured, Anna Lindstrom.

17. USAA CASUALTY INSURANCE COMPANY has acted in bad faith and with gross disregard for Anna Lindstrom and as a result Plaintiff has suffered losses.

Wherefore, Plaintiff, Anna Lindstrom, prays for a judgment as follows:

1. Judgment for the Plaintiff, Anna Lindstrom, against USAA CASUALTY INSURANCE COMPANY, for a sum of \$8,588.03 for actual damages as the result of unpaid medical bills.
2. Judgment for the Plaintiff, Anna Lindstrom, against USAA CASUALTY INSURANCE COMPANY, for a sum in excess of \$75,000.00 for punitive damages

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JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED